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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SUSAN GRADMAN AND WAYNE  
GRADMAN, INDIVIDUALLY AND  
AS CO-TRUSTEES OF THE FISKE  
LIVING TRUST OF JUNE 14, 1967,  
AS AMENDED AND RESTATED ON  
JANUARY 29, 2015,

Plaintiffs,

vs.

DEBRA L. DUGGAN aka DEBRA  
GREGG, an individual; et al.,

Defendants.

Case No. 2:23-cv-02373-JFW-AGR

Honorable John F. Walter

**STIPULATED PROTECTIVE  
ORDER**

**NOTE CHANGES MADE BY COURT**

1           1.       A.       PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential, proprietary, or  
3 private information for which special protection from public disclosure and from use for any  
4 purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby  
5 stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties  
6 acknowledge that this Order does not confer blanket protections on all disclosures or responses to  
7 discovery and that the protection it affords from public disclosure and use extends only to the  
8 limited information or items that are entitled to confidential treatment under the applicable legal  
9 principles. The parties further acknowledge, as set forth in Section 12.2, below, that this Stipulated  
10 Protective Order does not entitle them to file confidential information under seal; Civil Local  
11 Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied  
12 when a party seeks permission from the court to file material under seal.

13                       B.       GOOD CAUSE STATEMENT

14           This action is likely to involve trade secrets, customer and pricing lists and other valuable  
15 research, development, commercial, financial, technical and/or proprietary information for which  
16 special protection from public disclosure and from use for any purpose other than prosecution of  
17 this action is warranted. Such confidential and proprietary materials and information consist of,  
18 among other things, confidential business or financial information, information regarding  
19 confidential business practices, or other confidential research, development, or commercial  
20 information (including information implicating privacy rights of third parties), information  
21 otherwise generally unavailable to the public, or which may be privileged or otherwise protected  
22 from disclosure under state or federal statutes, court rules, case decisions, or common law.  
23 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes  
24 over confidentiality of discovery materials, to adequately protect information the parties are  
25 entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of  
26 such material in preparation for and in the conduct of trial, to address their handling at the end of  
27 the litigation, and serve the ends of justice, a protective order for such information is justified in  
28 this matter. It is the intent of the parties that information will not be designated as confidential for

1 tactical reasons and that nothing be so designated without a good faith belief that it has been  
 2 maintained in a confidential, non-public manner, and there is good cause why it should not be part  
 3 of the public record of this case.

4 2. DEFINITIONS

5 2.1 Action: This pending federal law suit.

6 2.2 Challenging Party: A Party or Non-Party that challenges the designation of  
 7 information or items under this Order.

8 2.3 “CONFIDENTIAL”: Information (regardless of how it is generated, stored  
 9 or maintained) or tangible things that qualify for protection under Federal Rule of Civil  
 10 Procedure 26(c), and as specified above in the Good Cause Statement. “CONFIDENTIAL”  
 11 information excludes any information or tangible things: (a) that have previously been disclosed,  
 12 published or made a part of any public record; (b) that were in the possession of the Disclosing  
 13 Party prior to the commencement of the Action; or (c) that were acquired by the Disclosing Party  
 14 from any third parties not bound by any applicable protective orders.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
 16 support staff).

17 2.5 Designating Party: A Party or Non-Party that designates information or  
 18 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

19 2.6 Disclosure or Discovery Material: All items or information, regardless of  
 20 the medium or manner in which it is generated, stored, or maintained (including, among other  
 21 things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
 22 responses to discovery in this matter.

23 2.7 Expert: A person with specialized knowledge or experience in a matter  
 24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert  
 25 witness or as a consultant in this Action.

26 2.8 House Counsel: Attorneys who are employees of a party to this Action.  
 27 House Counsel does not include Outside Counsel of Record or any other outside counsel.

28 2.9 Non-Party: Any natural person, partnership, corporation, association, or

1 other legal entity not named as a Party to this action.

2           2.10 Outside Counsel of Record: Attorneys who are not employees of a party to  
3 this Action but are retained to represent or advise a party to this Action and have appeared in this  
4 Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of  
5 that party, and includes support staff.

6           2.11 Party: Any party to this Action, including all of its officers, directors,  
7 employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

8           2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10           2.13 Professional Vendors: Persons or entities that provide litigation support  
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
12 organizing, storing, or retrieving data in any form or medium) and their employees and  
13 subcontractors.

14           2.14 Protected Material: Any Disclosure or Discovery Material that is  
15 designated as "CONFIDENTIAL."

16           2.15 Receiving Part: A Party that receives Disclosure or Discovery Material  
17 from a Producing Party.

### 18           3. SCOPE

19           The protections conferred by this Stipulation and Order cover not only Protected Material  
20 (as defined above), but also (1) any information copied or extracted from Protected Material;  
21 (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
22 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

23           Any use of Protected Material at trial shall be governed by the orders of the trial judge.  
24 This Order does not govern the use of Protected Material at trial.

### 25           4. DURATION

26           Once a case proceeds to trial, all of the information that was designated as confidential or  
27 maintained pursuant to this protective order becomes public and will be presumptively available to  
28 all members of the public, including the press, unless compelling reasons supported by specific

1 factual findings to proceed otherwise are made to the trial judge in advance of the trial. *See*  
 2 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-81 (9<sup>th</sup> Cir. 2006) (distinguishing  
 3 “good cause” showing for sealing documents produced in discovery from “compelling reasons”  
 4 standard when merits-related documents are part of court record). Accordingly, the terms of this  
 5 protective order do not extend beyond the commencement of the trial.

## 6 5. DESIGNATING PROTECTED MATERIAL

### 7 5.1 Exercise of Restraint and Care in Designating Material for Protection.

8 Each Party or Non-Party that designates information or items for protection under this  
 9 Order must take care to limit any such designation to specific material that qualifies under the  
 10 appropriate standards. The Designating Party must designate for protection only those parts of  
 11 material, documents, items, or oral or written communications that qualify so that other portions of  
 12 the material, documents, items, or communications for which protection is not warranted are not  
 13 swept unjustifiably within the ambit of this Order.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
 15 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
 16 unnecessarily encumber the case development process or to impose unnecessary expenses and  
 17 burdens on other parties) may expose the Designating Party to sanctions.

18 If it comes to a Designating Party’s attention that information or items that it designated  
 19 for protection do not qualify for protection, that Designating Party must promptly notify all other  
 20 Parties that it is withdrawing the inapplicable designation.

### 21 5.2 Manner and Timing of Designations.

22 Except as otherwise provided in this Order (*see, e.g.*, second paragraph of subparagraph (a)  
 23 below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for  
 24 protection under this Order must be clearly so designated before the material is disclosed or  
 25 produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic documents, but  
 28 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party

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1 affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to  
 2 each page that contains protected material. If only a portion or portions of the material on a page  
 3 qualifies for protection, the Producing Party also must clearly identify the protected portion(s)  
 4 (e.g., by making appropriate markings in the margins).

5 A Party or Non-Party that makes original documents available for inspection need not  
 6 designate them for protection until after the inspecting Party has indicated which documents it  
 7 would like copied and produced. During the inspection and before the designation, all of the  
 8 material made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting  
 9 Party has identified the documents it wants copied and produced, the Producing Party must  
 10 determine which documents, or portions thereof, qualify for protection under this Order. Then,  
 11 before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL  
 12 legend” to each page that contains Protected Material. If only a portion or portions of the material  
 13 on a page qualifies for protection, the Producing Party also must clearly identify the protected  
 14 portion(s) (e.g., by making appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party identify the  
 16 Disclosure or Discovery Material on the record, before the close of the deposition all protected  
 17 testimony.

18 (c) for information produced in some form other than documentary and for any other  
 19 tangible items, that the Producing Party affix in a prominent place on the exterior of the container  
 20 or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion  
 21 or portions of the information warrants protection, the Producing Party, to the extent practicable,  
 22 shall identify the protected portion(s).

### 23 5.3 Inadvertent Failures to Designate.

24 If timely corrected, an inadvertent failure to designate qualified information or items does  
 25 not, standing alone, waive the Designating Party’s right to secure protection under this Order for  
 26 such material. Upon timely correction of a designation, the Receiving Party must make reasonable  
 27 efforts to assure that the material is treated in accordance with the provisions of this Order.

## 28 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1                   6.1     Timing of Challenges.

2                   Any Party or Non-Party may challenge a designation of confidentiality at any time that is  
3 consistent with the Court's Scheduling Order.

4                   6.2     Meet and Confer.

5                   The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 *et*  
6 *seq.*

7                   The burden of persuasion in any such challenge proceeding shall be on the Designating  
8 Party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose  
9 unnecessary expenses and burdens on other parties) may expose the Challenging Party to  
10 sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation,  
11 all parties shall continue to afford the material in question the level of protection to which it is  
12 entitled under the Producing Party's designation until the Court rules on the challenge.

13                 7.     ACCESS TO AND USE OF PROTECTED MATERIAL

14                   7.1     Basic Principles.

15                   A Receiving Party may use Protected Material that is disclosed or produced by another  
16 Party or by a Non-Party in connection with this Action only for prosecuting, defending, or  
17 attempting to settle this Action. Such Protected Material may be disclosed only to the categories of  
18 persons and under the conditions described in this Order. When the Action has been terminated, a  
19 Receiving Party must comply with the provisions of Section 13 below (FINAL DISPOSITION).

20                   Protected Material must be stored and maintained by a Receiving Party at a location and in  
21 a secure manner that ensures that access is limited to the persons authorized under this Order.

22                   7.2     Disclosure of "CONFIDENTIAL" Information or Items.

23                   Unless otherwise ordered by the court or permitted in writing by the Designating Party, a  
24 Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

25                   (a)     the Receiving Party's Outside Counsel of Record in this Action, as well as  
26 employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
27 information for this Action;

28                   (b)     the officers, directors, and employees (including House Counsel) of the Receiving

1 Party to whom disclosure is reasonably necessary for this Action;

2 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
3 reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement  
4 to Be Bound” (Exhibit A);

5 (d) the court and its personnel;

6 (e) court reporters and their staff;

7 (f) professional jury or trial consultants, mock jurors, and Professional Vendors to  
8 whom disclosure is reasonably necessary for this Action and who have signed the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (g) the author or recipient of a document containing the information or a custodian or  
11 other person who otherwise possessed or knew the information;

12 (h) during their depositions, witnesses, and attorneys for witnesses, in the Action to  
13 whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness  
14 sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any  
15 confidential information unless they sign the “Acknowledgment and Agreement to Be Bound”  
16 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
17 transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be  
18 separately bound by the court reporter and may not be disclosed to anyone except as permitted  
19 under this Stipulated Protective Order; and

20 (i) any mediator or settlement officer, and their supporting personnel, mutually agreed  
21 upon by any of the parties engaged in settlement discussions.

22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
23 OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation that compels  
25 disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party  
26 must:

27 (a) promptly notify in writing the Designating Party. Such notification shall include a  
28 copy of the subpoena or court order;



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(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

- (1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
- (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably

specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

#### 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the

1 court.

2 12. MISCELLANEOUS

3 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its  
4 modification by the Court in the future.

5 12.1 Right to Assert Other Objections. By stipulating to the entry of this  
6 Protective Order no Party waives any right it otherwise would have to object to disclosing or  
7 producing any information or item on any ground not addressed in this Stipulated Protective  
8 Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of  
9 the material covered by this Protective Order.

10 12.2 Filing Protected Material. A Party that seeks to file under seal any Protected  
11 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal  
12 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. ~~Unless~~  
13 ~~otherwise ordered by the court or agreed to by the parties, the Designating Party must prepare the~~  
14 ~~Application and declaration establishing good cause for filing its Protective Materials under seal~~  
15 ~~with five (5) calendar days' of receiving notice from a Party that intends to file such Protective~~  
16 ~~Materials with the Court.~~ If the Designating Party fails to timely provide the Application and  
17 declaration required by Local Rule 79-5 or if a Party's request to file Protected Material under seal  
18 is denied by the court, then the Receiving Party may file the information in the public record  
19 unless otherwise instructed by the court.

20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 4, within 60 days of a  
22 written request by the Designating Party, each Receiving Party must return all Protected Material  
23 to the Producing Party or destroy such material. As used in this subdivision, "all Protected  
24 Material" includes all copies, abstracts, compilations, summaries, and any other format  
25 reproducing or capturing any of the Protected Material. Whether the Protected Material is returned  
26 or destroyed, the Receiving Party must submit a written certification to the Producing Party (and,  
27 if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
28 (by category, where appropriate) all the Protected Material that was returned or destroyed and

(2)affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

DATED: June 26, 2023

FREEMAN, FREEMAN & SMILEY, LLP

By: /s/ William E. Adams

WILLIAM E. ADAMS

Attorneys for Plaintiffs

DATED: June 26, 2023

TUCKER ELLIS LLP

By: /s/ Marc R. Greenberg

MARC R. GREENBERG

Attorneys for Defendants

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**SIGNATURE ATTESTATION**

Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

DATED: June 26, 2023

FREEMAN, FREEMAN & SMILEY, LLP

By: /s/ William E. Adams

WILLIAM E. ADAMS

Attorneys for Plaintiffs

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED: July 18, 2023



Honorable Alicia G. Rosenberg  
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or  
type full address], declare under penalty of perjury that I have read in its entirety and understand  
the Stipulated Protective Order that was issued by the United States District Court for the Central  
District of California on [date] in the case of *Susan Gradman et al. v. Debra L. Duggan, et al.*  
Case No. 2:23-cv-02373-JFW-AGR. I agree to comply with and to be bound by all the terms of  
this Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this Order.  
I further agree to submit to the jurisdiction of the United States District Court for the Central  
District of California for the purpose of enforcing the terms of this Stipulated Protective Order,  
even if such enforcement proceedings occur after termination of this action. I hereby appoint  
\_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number]  
as my California agent for service of process in connection with this action or any proceedings  
related to enforcement of this Stipulated Protective Order.  
Date: \_\_\_\_\_  
City and State where sworn and signed: \_\_\_\_\_  
Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_